

REMARKS

Applicants and the undersigned are most grateful for the time and effort accorded the instant application by the Examiner. In the Office Action dated November 21, 2007, pending Claims 1-20 were rejected in a non-final Office Action following a Request for Continued Examination. Claims 1, 7, 10, 13 and 16 are independent claims; the remaining claims are dependent claims. In response, Applicants filed this Amendment containing amendments and remarks specifically addressing each of the issues presented in the Office Action. Therefore, the Office is respectfully requested to reconsider the rejection present in the outstanding Office Action in light of the following remarks.

It should be noted that Applicants are not conceding in this application the claims previously amended were not patentable over the art cited by the Examiner, as those claim amendments were only presented for facilitating expeditious prosecution. Applicants respectfully reserve the right to pursue these and other claims in one or more continuations and/or divisional patent applications. Applicants specifically state no amendment to any claim should be construed as a disclaimer of any interest in or right to an equivalent of any element or feature of the amended claim.

As a preliminary matter, Applicants once again incorporate by reference previously submitted remarks (of October 19, 2007), as those remarks continue to remain applicable to the outstanding issues in this case.

Rejections under 35 U.S.C. § 101

Claims 2, 3 and 18 stand rejected under 35 U.S.C. § 101 because, according to the Examiner, the claimed invention is directed to non-statutory subject matter. Applicants respectfully request reconsideration and withdrawal of these rejections.

As an initial matter, these claims (2, 3 and 18) all depend from claims not directed towards non-statutory subject matter. Applicants are at a loss in determining how the further claimed limitations render the claims non-statutory. Nonetheless, Applicants offer the following for the Examiner's consideration.

As to claims 2 and 3, the claimed invention is rather more statutory because of these claimed limitations inasmuch as the invention is more specifically applied to a particular, rather than general situation. To wit, providing secured communications to customers wishing to buy insurance (claim 2); or, providing secured communications to employees wishing to apply for jobs, all done securely via a trusted third party (TTP).

As to claim 18, the remote site (i.e., a physical location where some of the activity is taking place) is simply more concretely defined as "an airport." Applicants respectfully submit that this (and claims 2 and 3) is clearly statutory inasmuch as they render the statutory independent claims more specifically aimed at particular examples expounded in the original specification. Therefore, Applicants respectfully request

reconsideration and withdrawal of these rejections under 35 USC 101. In the unlikely event that the Examiner, after considering Applicants remarks, finds there are remaining issues regarding § 101, Applicants respectfully request a telephone interview.

Rejections under 35 USC § 102

Claims 1-20 stand rejected under Section 102(b) as being unpatentable over U.S. Patent No. 5,987,140 to Rowney (hereinafter "Rowney"). Reconsideration and withdrawal of these rejections are hereby respectfully requested.

As best understood, Rowney is directed to an entirely different method from the instantly claimed invention. As can be seen, Rowney is directed at the problem of providing secure communications (e.g., SSL) between a **trusted merchant** and even more secure communications (e.g., SET) between the trusted merchant and a payment gateway in order to avoid, e.g., interception by a third party. *Rowney*, Figure 1B and accompanying text; Col. 10, lines 49-58.

This stands in stark contrast with the instantly claimed invention wherein **the merchants** that consumers wish to interact with **are not trusted** (i.e. are not trusted third parties), so **a trusted third party** (which is not a merchant) is utilized by the customer in order to provide more secure and anonymous communications with the merchants. *Specification*, Figure 1 and accompanying text. Thus it is clearly not a merchant that is the trusted party (as in Rowney) but rather another party (e.g. an insurance broker, *Specification*, pp. 6, lines 1-5), that acts as a trusted third party and provides the additional computing resources on the customer's behalf in order to securely (and anonymously) transact with merchants. *Specification*, Figure 1 and accompanying text;

see also pp. 6, line 24-pp. 7, line 4 (making it clear that the merchant need not even know the identity of the user because the trusted third party is utilized). Thus, Rowney does not teach the utilization of a trusted third party inserted between communications between a user and a merchant, as in the instantly claimed invention.

The same should be equally clear from the claim language employed. For example, in claim 1 the method provides “utilizing a network link [operating e.g., SSL] **between the user and the trusted third party** and utilizing a network link [operating e.g. SET] **between the certified trusted third party and the merchants**”. Claim 1 (emphasis added). So as can be seen, **the trusted third party is not the merchant(s)**. That the different levels of security protocol are utilized **in specific network links** is made clear by the claim language “utilizing a communication protocol **which operates on the network link between the user and the certified trusted third party**; and utilizing a payment protocol, **which is more secure than the communication protocol, which operates on the network link between the certified trusted third party and the merchants**”. Claim 1 (emphasis added). This is the exact opposite of Rowney, wherein the less secure (e.g., SSL) protocol is used between the user **and the merchant** and the merchant **employs the customer’s information** to obtain payment securely from a payment gateway. *Rowney*, Col. 10, line 31-Col. 11, line 58.

Nonetheless, solely in an effort to facilitate expeditious prosecution of the instant application, Applicants have amended the independent claims to further clarify that the method is such that “*an identity of the user need not be revealed to the merchant*”. Claim 1 (emphasis added). These amendments are intended to further clarify that as opposed to

Rowney, or any other art of record or the state of the art, the instantly claimed invention also provides for user anonymity (as regards merchants) via utilization of a trusted third party. Therefore, Applicants respectfully request reconsideration and withdrawal of these rejections under 35 USC § 102.

Request for Telephone Interview

Should the Examiner, after taking up and considering the current Amendment, find that there are remaining issues precluding the application from being in condition for allowance, Applicants respectfully request a telephone interview. Applicants respectfully submit that this is a particularly appropriate request inasmuch as it will facilitate expeditious resolution of this rather lengthy prosecution.

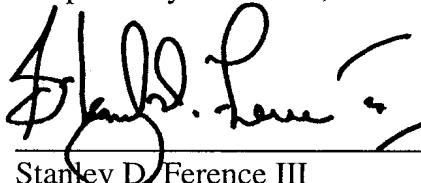
Conclusion

Applicants wish to point out that, in addition to the amendments to the independent claims highlighted above, the independent claims and certain dependent claims (2, 3, 4 and 17) have been amended to ensure that the claim language has internal consistency and consistency throughout the claim set. These amendments are merely grammatical in nature and are not intended to change the scope of the amended claims.

In view of the foregoing, it is respectfully submitted that independent Claims 1, 7, 10, 13 and 16 fully distinguish over the applied art and are thus allowable. By virtue of their dependence, it is thus also submitted that Claims 2-6, 8-9, 11-12, 14-15, and 17-20 are also allowable at this juncture.

In summary, it is respectfully submitted that the instant application, including Claims 1-20, is presently in condition for allowance. Notice to the effect is hereby earnestly solicited. If there are any further issues in this application, the Examiner is invited to contact the undersigned at the telephone number listed below.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Stanley D. Ference III", written over a horizontal line.

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